

## CONSULTANT SERVICES AGREEMENT

### Engineering and Project Management On-Call Service Contract

THIS AGREEMENT is made at Fairfield, California, as of February 15, 2017, by and between the City of Fairfield, a municipal corporation (the "CITY") and INTERWEST CONSULTING GROUP ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be for two (2) years, with the ability to extend the agreement for two (2) additional one year terms upon mutual consent of CONSULTANT and CITY'S Public Works Director.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: [Signature] *com*

INTERWEST CONSULTING GROUP

By: [Signature]  
Michael Kashiwagi, PE  
Chief Operations Officer, Principal in Charge

**EXHIBIT "A"**

**SCOPE OF SERVICE**

## EXHIBIT A - GENERAL SCOPE OF SERVICES

Interwest Consulting Group is pleased to submit this general Scope of Work to provide the City of Fairfield Engineering, Project Management, and other municipal services. It is our understanding that task orders will be issued for specific services and we will have the opportunity to provide tailored work scopes under those task orders. The rate sheet provided in Exhibit B will form the basis of compensation.

We propose to provide the City the following services:

- ✓ **Customer service.** One of the keys to the success of your department is providing your customers (residents, architects, engineers, contractors) with excellent service. We are committed to providing the City a level of service to you and your constituents that will meet or exceed your expectations.
- ✓ **Budget-conscious approach and implementation.** Our services are provided in a cost-effective manner and will be adjusted to remain within the City's budget constraints. We will monitor and evaluate our areas of responsibility and make recommendations for additional cost savings to the City where possible.
- ✓ **Tailored, City-specific services.** We deliver skilled and thorough plan review services for assurance of compliance with all Federal, State, County, and City adopted codes and ordinances. The City can expect a high-level of technical assistance to architects, engineers and project applicants.
- ✓ **Effective Coordination with other City Departments.** Our staff are trained in promoting collaboration and cooperation with other department and agencies. Effective communication is a key component and we have multiple communication solutions available which will be flexible to the unique needs of the City.
- ✓ **Ability to adjust service levels to meet your needs.** We can quickly fine-tune staff or staffing levels to match changes in activity to ensure a high level of customer service is maintained. We have picked staff uniquely qualified and experienced to deliver the exact services requested. In addition, we are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel.

Below is our general Scope of Services:

### MUNICIPAL ENGINEERING

Municipal Engineering Services includes:

- Being available to consult with staff and provide technical assistance on matters related to the City of Fairfield's municipal engineering functions.
- Reviewing all matters pertaining to engineering services to ensure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests and are in keeping with City goals, specifications and practices as well as with local, state, and federal laws. This includes representing the City on Caltrans sponsored projects.

- Being available to meet with the public, private industry, city staff, and regional agencies to handle matters dealing with the engineering functions of City government.
- Solicit proposals for capital improvement project design work and construction oversight and then manage the consultant's work to assure compatible and timely response to City needs.
- Preparing reports, investigations, studies and evaluations as may be required.
- Assist in planning, coordinating, supervising and evaluating the efficiency of programs, plans, services, fees, equipment and infrastructure.
- Assist City staff in the evaluation of needs assessment and the creation/update of short and long range plans to meet the needs in all areas of streets, water, sewer, storm drainage, street lights, parks and other facilities.
- Performing other engineering related functions as directed by City.
- Prepare and support City staff on presentations to the public, City Council and commissions.
- Project Management will include management of consultants' designs, grant funding compliance, utility coordination, easements and/or rights-of-way, environmental clearance and other permitting requirements as necessary for the project.

## PROJECT MANAGEMENT

We anticipate that project management services will include such tasks as the following:

- Development and review of project schedules from design through construction
- Coordination of project consultants
- Scheduling of meetings
- Plan check of construction documents
- Review of cost estimates
- Review of consultant and contractor invoices
- Coordination with other City departments, contractors, consultants and utility companies
- Reviewing contractor's submittals, survey, geotechnical testing, materials sampling, and testing and labor compliance during construction

In the delivery of Capital Projects areas of focus will include:

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|---|---|
| ▪ Agency Coordination on Joint Projects     | Procedures Manual and Guidelines              |
| ▪ Community Outreach                        | ▪ Ensure Environmental Regulation Compliances |
| ▪ Work with Utility Agencies on Relocations | ▪ Advanced Project Planning                   |
| ▪ Follow Caltrans Local Assistance          | ▪ Bid & Award Contracts                       |
|   | ▪ Manage Federally Funded Projects            |

The Interwest Team will assure engineering standards and specifications are used, such as:

- City Standards and Specification
- Caltrans Standard Plans and Specification
- AASHTO
- Caltrans Highway Design Manual
- California Manual of Uniform Traffic Control Device

As part of our Capital Program delivery, we will prepare the necessary Requests for Authorizations for all project phases, Preliminary PES reports, ROW Utility Authorizations, Reimbursement invoices, and Final Report of Expenditures through Caltrans Local Assistance for every phase of a capital project.

## **TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING**

Interwest will perform stop sign and traffic signal warrant analysis, speed surveys, traffic signal timing, parking operations, responding to customer related matters, preparing administrative traffic maintenance orders, traffic calming, traffic control and geometric review of plans, and bicycle and pedestrian safety studies. Day-to-day, specific duties by discipline that our team can provide are as follows:

- Managing and overseeing the daily duties, as described above, and providing guidance to staff, as needed.
- Preparing written reports, attending meetings and presenting information to the City Engineer and Department of Public Works Director, City Manager, City Council and others, as required.
- Attending meetings with City staff, regional staff and regional/regulatory agencies on projects, issues or other matters of interest to the City.
- Representing the City's interests in disseminating information to public officials, community leaders, developers, contractors, and the general public.
- Providing private and public development plan review and responding to inquiries and questions relating to traffic engineering development matters.
- Update Development Improvement Standards.
- Providing technical assistance to City staff on traffic engineering matters and issues.
- Establishing working relationships and coordinating with City staff and other public agencies and utility companies related to private development and engineering matters.
- Providing traffic engineering technical recommendations on regional policy issues relevant to the City.
- Providing traffic control plan reviews and communications with the public regarding traffic and transportation issues (email, phone and counter), attending on behalf of the City various advisory committees.
- Providing other Traffic Engineering Services, as needed.

## GRANT FUND WRITING | ADMINISTRATION

We will proactively monitor the Surface Transportation Reauthorization and Reform Act of 2015 (STRRA), that is currently being considered by Congress. The Interwest Team will provide recommendations on “how much to ask” which can often times be the most critical factor as well as in concert with a refined project scope and aggressive, but realistic, delivery schedule. The various state/federal funds may including;

- Active Transportation Program (ATP)
- CalRecycle Rubberized Asphalt Grant Program
- Congestion Mitigation and Air Quality (CMAQ)
- Environmental Enhancement and Mitigation (EEM)
- Grade Separation Program
- Highway Bridge Replacement and Rehabilitation (HBRR)
- Highway Safety Improvement Program (HSIP)
- Intelligent Transportation Systems (ITS)
- Local Highway Bridge Program (HBP)
- Rail-Highway Crossing Program
- Re-authorization of High Risk Rural Roads (HR3), TIGER and/or ARRA Grants
- Regional Surface Transportation Improvement Program (RSTIP) – Not typical for local agencies
- Safe Routes To School (SR2S)
- State Transportation Improvement Program (STIP)
- Transportation Enhancement Program (TE) – Currently under revision

The Interwest Team will work with the City to determine what grants to pursue and make recommendations for projects and grant request. The necessary letters of supports and partnerships will be prepared and we will provide map exhibits and photographs to increase grant competitiveness.

Our team will also assist with administrative aspects of managing the grant, such as requesting extensions or budget reallocation. Our team will take responsibility for oversight of the project throughout its duration and see that objectives are met within the specified time, the costs incurred are within budget, and all activities are reimbursable costs which are acceptable to the funding agency.

Finally, we ensure local agencies “check all those federal boxes” and are pro-active to ensure the appropriate steps are taken before problems arise, not after. We will take the lead or provide assistance in federal “authorization to proceed” submittals to Caltrans Local Assistance or process paperwork to secure “allocation votes” from the California Transportation Commission. We will participate in any federal audits and oversight of records and documentation.

## ARCHITECTURAL PROJECT MANAGEMENT | ADMINISTRATION

Interwest will solicit proposals for facility and architectural improvement project design work and construction oversight and then manage the consultant's work, directing other contract engineering firms to assure compatible and timely response to City needs. These tasks include architectural, structural, civil (onsite and offsite), mechanical/electrical/plumbing (MEP), electrical engineering, traffic engineering, landscape, geotechnical analysis, cost estimating, and security systems.

## STORM WATER MANAGEMENT

The Interwest team will provide Storm Water Management services including environmental permits and regulatory agency requirements to ensure projects are in compliance. These include:

- National Pollution Discharge Elimination System (NPDES) Program Audit Services
- National Pollution Discharge Elimination System (NPDES) Services
- Storm Water Pollution Plan (SWPPP) Design and Plan Review Services

## GEOGRAPHIC INFORMATION SYSTEMS

Interwest's GIS Group will provide services ranging from simple mapping and reporting to complex data integration and GIS strategic planning. We will provide the information and tools to help cities make better decisions, and make business processes more efficient to better serve your customers.

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|--|---|
| ▪ Automation of Routine GIS Data Tasks     | ▪ GIS Data Conversion                       |
| ▪ Creation of Enterprise Desktop GIS Tools | ▪ GIS Integration with Enterprise Systems   |
| ▪ Development Tracking with GIS            | ▪ GIS Strategic Planning and Startup        |
| ▪ General GIS Project Management           | ▪ GIS Data Development/Creation             |
| ▪ General Local Government GIS Services    | ▪ GIS Workflows and Maintenance of GIS Data |

## REAL ESTATE

Interwest will provided real estate services for in a staff augmentation capacity as well as manage outside consultants on a variety of types of projects with and without federal and/or state funding, including roadway and highway improvements, flood protection, utility relocations, habitat mitigation land, public facilities, heavy and light rail expansions, and park and flood protection projects. Interwest staff possesses the knowledge and sensitivity to effectively work with a broad range of stakeholders. Our team is passionate about providing expert assistance to our clients to ensure a successful project delivery.



Staff members understand the appraisal, acquisition and relocation requirements contained in the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the California Relocation Assistance and Real Property Acquisition Guidelines, and the Caltrans Right of Way and Local Assistance Procedures Manuals; and are able to apply these regulations to real life situations.

## UTILITY COORDINATION & RELOCATION DESIGN

Below are outlines of our approach to the associated tasks of utility coordination and relocation design.

### Utility Coordination

- Receive and respond to request for information from utility companies
- Review City's CIP schedule and determine any conflicts with other projects
- Respond to utility companies on City letterhead. Response to clearly outline the City's existing infrastructure, time line of future projects at locations which may interfere with future utility projects
- Communicate with utilities the City's desire to limit the number of concurrent projects to minimize disruptions to City traffic flow.
- Share with utility companies the City's expectations for all work within the City's right of way. Provide and implement City standards on public right of way
- Coordinate Project and emergency work notifications, schedules, BMP's during and post project construction for both partial and full street closures
- Conduct regular meetings with utility providers to discuss any new City mandates or new legislation pertaining to utilities
- Provide utilities with 30% and 60% plans for future right of way improvements. Provide schedule of work and expectations from utilities, pertaining to format and time line of response
- Work with Underground Service Alert group for notifications and location of utilities
- Work with utilities at public relations and public notification, and impact on the public issues
- Conduct and initiate meetings with utilities related to new projects
- Prepare project minutes and distribute to all City departments
- Coordinate and insure completion of all action items generated during meetings
- Coordinate with utilities on providing proper post construction cleanup and completion of City generated final walk through "punch lists"
- Coordinate with City, County and all safety agencies on all projects, and include these agencies in all correspondences related to project start and finish schedules to provide proper notification to emergency vehicles and personnel access during construction or maintenance work



## **Relocation Design**

- Review all record plans and proposed plans for work
- Write City conditions of approval for specific projects
- Conduct meetings with utilities
- Review and condition impact of relocation on City infrastructure and the public pertaining to traffic circulation, disruption
- Draft and implement BMPs, NPDES and water quality issues during construction
- Implement State and local mandates for separation of sewer and water systems, clearances between utilities
- Provide 30% and 60% plans to all affected parties for comments
- Implement any regulatory aspects of the relocation
- Review Franchise agreements with utilities and prior rights issues to define the financial responsibility of all parties for the relocation costs
- Work with Underground Service Alert group for notifications and location of utilities.
- Work with utilities at public relations and public notification, and impact on the public issues
- Conduct and initiate meetings with utilities related to new projects
- Prepare project minutes and distribute to all City departments
- Coordinate and insure completion of all action items generated during meetings
- Coordinate with utilities on providing proper post construction cleanup and completion of City generated final walk through "punch lists"

## **EXHIBIT "B"**

### **PAYMENT**

- 1) For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT for actual fees, costs and expenses for all time and materials expended, but in no event shall total compensation exceed the amounts specified in each Work Order for each Project. The total authorized amount for this Agreement is ONE HUNDRED FIFTYTHOUSAND DOLLARS (\$150,000) which will not be exceeded without Council authorization.
- 2) CONSULTANT shall provide a Scope of Work and Fee Proposal on a project-by-project basis, for review by the CITY. The negotiated Scope and Fee will be the basis for a Work Order for each specific project.
- 3) Payment shall be made to CONSULTANT on a time and materials basis based on the CONSULTANT'S rates, attached with Exhibit B, through December 31, 2017. Each January 1<sup>st</sup> of subsequent years, the CONSULTANT'S rates shall not exceed the most current available increase in the Consumer Price Index. The term "Consumer Price Index" means the average of the percent change in Consumer Price Index for Urban Wage Earners and Clerical works, as reported by the Bureau of Labor Statistics or successor agency, from the October preceding the annual contract adjustment over the preceding October, for the San Francisco Bay Area, the Western urban Region, and the U.S. Cities indices.
- 4) Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Exhibit A, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "B." No extra work will be compensated for unless required by CITY in writing.
- 5) CONSULTANT shall submit invoices to CITY, Attention: Julie B. Lucido and CITY shall pay CONSULTANT within 30 days of receiving a proper invoice. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the total authorized amount

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## EXHIBIT B - RATES

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The rates displayed in the fee schedule below reflect Interwest's current fees for the full suite of services we offer.

CLASSIFICATION	HOURLY BILLING RATE
<b>Engineering</b>	
Principal in Charge.....	\$160
Project Manager.....	140
Traffic Engineer.....	135
Supervising Engineer.....	135
Supervising Architect .....	135
Senior Engineer .....	130
Engineering Associate III .....	120
Engineering Associate II .....	110
Engineering Associate I .....	100
Engineering Technician III .....	90
Engineering Technician II .....	85
Engineering Technician I .....	70
Student Trainee .....	35
<b>Construction Management</b>	
Construction Manager .....	\$130
Assistant Construction Manager .....	120
Supervising Public Works Observer.....	120
Senior Public Works Observer.....	115
Public Works Observer III .....	90
Public Works Observer II .....	85
Public Works Observer I .....	80
<b>Transportation</b>	
Supervising Transportation Planner.....	\$135
Senior Transportation Planner .....	125
Associate Transportation Planner III .....	110
Associate Transportation Planner II .....	100
Associate Transportation Planner I .....	85
<b>Real Estate</b>	
Real Estate Property Manager.....	\$140
Senior Real Property Agent .....	130
Real Property Agent III.....	120
Real Property Agent II.....	110
Real Property Agent I .....	100

**GIS**

GIS Manager.....	\$135
Senior GIS Analyst.....	125
GIS Analyst III .....	110
GIS Analyst II .....	100
GIS Analyst I .....	90

**Administrative**

Management Analyst II .....	\$95
Management Analyst I .....	85
Senior Administrative .....	70
Administrative III .....	65
Administrative II .....	60
Administrative I .....	55

## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.



## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ \_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$ \_\_\_\_\_.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a

current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.